

**UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE NATIONAL FOOTBALL LEAGUE
PLAYERS' CONCUSSION INJURY
LITIGATION

Case No. 2:12-md-02323-AB

MDL No. 2323

Hon. Anita B. Brody

Kevin Turner and Shawn Wooden,
*on behalf of themselves and others similarly
situated,*

Plaintiffs,

v.

National Football League and NFL Properties,
LLC, successor-in-interest to NFL Properties,
Inc.,

Defendants.

Civ. Action No.: 14-cv-00029-AB

THIS DOCUMENT RELATES TO:
ALL ACTIONS

**EMERGENCY MOTION FOR TEMPORARY RESTRAINING ORDER AND
ORDER TO SHOW CAUSE WHY COURT SHOULD NOT ENTER
PERMANENT INJUNCTION**

Co-Lead Class Counsel respectfully moves this Court pursuant to the All Writs Act, 28 U.S.C. § 1651(a), for a Temporary Restraining Order to prevent Third-Party Funder, Thrivest Specialty Funding, LLC ("Thrivest"), from proceeding with an arbitration that it commenced against a Class Member on April 11, 2018 in Philadelphia, Pennsylvania, bearing American Arbitration Association Case 01-18-0001-4765 (the "Arbitration"), which is presently scheduled to go forward on Friday, May 4, 2018 at 1:00 p.m. Co-Lead Class Counsel also seeks an Order to Show Cause why Thrivest should not be permanently enjoined from proceeding with this Arbitration, any other arbitration, or any separate state court action against any Class Member in connection with the assignment agreements, which this Court's December 8, 2017 Explanation and Order (ECF No. 9517) have already held to be void, invalid, and of no force and effect.

This Motion is made upon the ground that Thrivest will, unless restrained, be acting in direct contravention of this Court's Orders of December 8, 2017 (ECF No. 9517) and February 20, 2018 (ECF No. 9749) and this Court's continuing and exclusive jurisdiction over matters related to the nationwide settlement of the *NFL Players' Concussion Injury Litigation* that this Court finally approved on April 22, 2015 (ECF No. 6509).

If Thrivest is not enjoined, this Class Member (as well as any other similarly situated Class Members) will suffer irreparable harm because he may be faced with a decision by an arbitrator that is inconsistent with this Court's December 8, 2017 Explanation and Order determining that assignment agreements are void, invalid, and of no force and effect.

This Motion is based on the accompanying Memorandum of Law, the Declaration of Christopher A. Seeger and the exhibits thereto, filed concurrently herewith, the Settlement Agreement that this Court finally approved [ECF No. 6481-1], its Memorandum Opinion (ECF No. 6509), the Court's Amended Final Order and Judgment (ECF No. 6534), all prior Orders and proceedings in this multidistrict litigation, and any further argument or evidence introduced at the hearing on this Motion.

Dated: May 2, 2018

Respectfully submitted,

/s/ Christopher A. Seeger

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Co-Lead Class Counsel

CERTIFICATE OF SERVICE

It is hereby certified that a true and correct copy of the foregoing Motion, along with the supporting documents, were served electronically via the Court's electronic filing system upon all counsel of record in this matter. True and correct copies of the foregoing Motion and supporting documents were served by hand and email delivery upon the below counsel for the Third-Party Funder addressed in this Motion.

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Counsel for Thrivest Specialty Funding, LLC

Dated: May 2, 2018

/s/ Christopher A. Seeger
Christopher A. Seeger